

Division of Corporations

Page 1 of 1

705561

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H08000048379 3)))



H080000483793AECB

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : UCC FILING & SEARCH SERVICES, INC.
Account Number : I19980000054
Phone : (850) 681-6528
Fax Number : (850) 681-6011

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 FEB 25 AM 8:11

FILED

RECEIVED
2008 FEB 25 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OR AMND/RESTATE/CORRECT OR O/D RESIGN

HEBREW HOMES OF MIAMI BEACH, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$43.75

Electronic Filing Menu

Corporate Filing Menu

Help

**Articles of Amendment
to
Articles of Incorporation
of**

HEBREW HOMES OF MIAMI BEACH, INC.

(Name of corporation as currently filed with the Florida Dept. of State)

705561

(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if change):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

The above corporation hereby amends its Articles of Incorporation (as heretofore amended)

by adding the attached "Article XIII" thereto

(Attach additional pages if necessary)
(continued)

SECRETARY OF STATE
TALLAHASSEE FLORIDA

08 FEB 25 AM 8:11

FILED

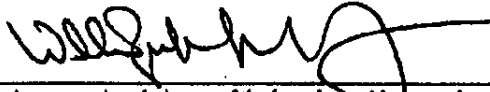
The date of adoption of the amendment(s) was: November 19, 2007

Effective date if applicable: upon filing of the amendment
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature



(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Dr. William Zubkoff

(Typed or printed name of person signing)

President and CEO

(Title of person signing)

FILING FEE: \$35

ARTICLE XIII.

COMPLIANCE WITH HUD REQUIREMENTS.

(a) If any provision of Articles of Incorporation or the By-Laws of the Corporation conflict with the terms of the HUD-insured note, mortgage, security agreement or HUD Regulatory Agreement relating to the Project ("HUD Loan Documents"), the provisions of the HUD Loan Documents will control.

(b) No provision required by HUD to be inserted into the organizational documents of the Corporation may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.

(c) No provision in the organizational documents of the Corporation that results in any of the following will have any force or effect without the prior written consent of HUD:

(1) Any amendment that modifies the term of the Corporation;

(2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional member, director or officer;

(3) Any amendment that in any way affects the note, mortgage, and security agreement on the Project or the Regulatory Agreement between HUD and the Corporation;

(4) Any amendment that would authorize any member, director, officer or party other than the designated member, director or officer hereinafter named or any pre-approved successor officer to bind the Corporation for all matters concerning the Project which require HUD's consent or approval;

(5) A change in the designated officer hereinafter named or any pre-approved successor officer (s) of the Corporation; or

(6) Any change in a guarantor of any obligation to HUD.

(d) The Corporation is authorized to execute a note, mortgage, security agreement or any document related thereto in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.

(e) Any incoming member, director or officer of the Corporation shall be bound by the note, mortgage, security agreement, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members, directors or officers.

(f) Notwithstanding any other provisions, upon any dissolution of the Corporation, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

(g) The members, directors and/or officer and any assignee of any member, director or officer are liable in their individual capacity to HUD for:

(1) Funds or property of the project coming into their possession, which by the provisions of the Regulatory Agreement, the member, director, officer, person or entity is not entitled to retain;

(2) Their own acts and deeds, or acts and deeds of others which the member, director or officer has authorized, in violation of the provisions of the Regulatory Agreement;

(3) the acts and deeds of affiliates, as defined in the Regulatory Agreement, which the member, director, officer, or entity has authorized in violation of the provisions of the Regulatory Agreement; and

(4) As otherwise provided by law.

(h) The Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

(i) The Corporation hereby designates Dr. William Zubkoff as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the Corporation in all such matters. The Corporation may from time to time appoint a new representative to perform this function, but within 3 business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the project, the Corporation will promptly provide HUD with the name of the person and the nature of the that person's management authority.

(j) That unless otherwise approved by HUD, the Corporation shall be strictly operated as a single asset entity as described in paragraph 6(f) of the Regulatory Agreement.

(k) That notwithstanding any other provision contained herein, any and all distributions by the Corporation shall only be made be in accordance with the Regulatory Agreement unless otherwise approved by HUD.

(l) That notwithstanding any other provision contained herein or in the Bylaws of the Corporation, for so long as HUD is the insurer or holder of a deed of trust given by the Corporation, the Corporation shall not be responsible for indemnifying any officer or director of the Corporation except to the extent (1) mandated by state law, (2) of liability or other insurance coverage maintained by the Corporation for that purpose, or (3) of distributions approved by HUD from

residual receipts as that term is defined, and in accordance with the conditions prescribed, in the Regulatory Agreement.